

AG Contract No. KR03-0471TRN
ADOT ECS File No. JPA 03-009
Project No.: U 095-A-503
TRACS No. HX 151 01C
Section: US 95 28th St. MP 20.4
Budget Source Item No.: 71205

INTERGOVERNMENTAL AGREEMENT

BETWEEN
J THE STATE OF ARIZONA
AND
YUMA COUNTY
AND
THE CITY OF YUMA

THIS AGREEMENT is entered into _____, 2004, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and YUMA COUNTY, acting by and through its Board of SUPERVISORS, (the County); and THE CITY OF YUMA, acting by and through its MAYOR and CITY COUNCIL (the "CITY").

I. RECITALS

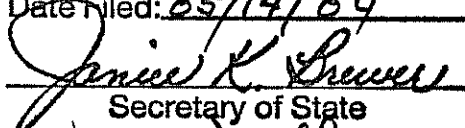
1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

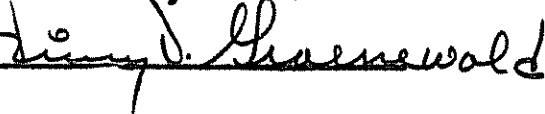
2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. The County is empowered by Arizona Revised Statutes Section 11-201 and 11-251 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the County.

4. The State, County and the City desire to participate in the design, construction, construction engineering, construction administration, maintenance and electric costs of a new warranted traffic signal estimated at \$200,000.00 at the intersection of US 95 and 28th Street MP 20.4 in Yuma, Arizona, hereinafter referred to as the "Project". The State will contribute 50% of the estimated costs, except the costs of the emergency pre-emptive equipment, and the County's contribution is \$25,000.00 at time of advertisement for the traffic signal. The City will be the lead agency, provide maintenance and electrical power at completion and be responsible for the actual remaining costs of the Project.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

NO. 26825
Filed with the Secretary of State
Date Filed: 05/14/04

Secretary of State

By: 

II. SCOPE OF WORK

1. The City will:

a. Provide design plans, specifications and such other documents and services required for construction bidding and construction. Incorporate or resolve State review comments.

b. Acquire the necessary right-of-way and hereby certifies that all necessary rights-of-way have been or will be acquired prior to advertisement for bid.

c. Call for bids and award one or more construction contract(s) for the Project. Administer same, and make all payments to the contractor(s). Be responsible for any contractor claims for extra compensation due to delays or whatever reason, attributable to the City.

d. Upon advertisement, invoice the State for 50% of the estimated engineering costs, except emergency pre-emption costs, due (30) days after receipt of an invoice.

e. Upon advertisement, invoice the County for \$25,000.00 for its' contribution of the Project, due (30) days after receipt of an invoice.

f. Upon completion and acceptance of the traffic signal, provide electrical energy and maintenance to operate the signal and ancillary equipment, all at the City's expense.

g. Be responsible for the total costs for emergency pre-emptive equipment.

2. The State will:

a. Review plans, specifications and related documents and provides comments as needed in a timely manner.

b. Grant the City right-of-entry as required to perform maintenance of the signal and ancillary equipment.

c. Be responsible for 50% for the total costs of the Project, except emergency pre-emption equipment costs. Provide payment to the City within (30) days of invoice and bid advertisement.

d. Provide final inspection with the City for purposes of accepting the Project.

3. The County will:

a. Be responsible for \$25,000.00 toward completion of the Project and pay the City within 30 days of invoice upon advertisement of this agreement.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.
2. This agreement shall remain in force and effect until completion of said project and reimbursements; provided, however, that this agreement, except any provisions for maintenance and electrical energy, which shall be perpetual, may be cancelled at any time prior to the award of a Project construction contract, upon thirty (30) days written notice to the other party.
3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.
4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.
5. In the event of any controversy, which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.
6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

City Administrator
City of Yuma
One City Plaza
P.O. Box 13014
Yuma, AZ 85366-3014

Yuma County
Administration Building
198 South Main Street
Yuma County, AZ 85364

7. This agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

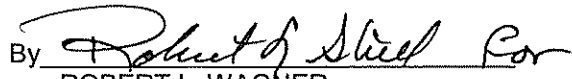
8. Non-Availability of Funds: Every payment obligation of the State and City under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by the State and City at the end of the period for which the funds are available. No liability shall accrue to the State and City in the event this provision is exercised, and the State and City shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.


9. In accordance with Arizona Revised Statutes Section 11-952, (D), attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

THE CITY OF YUMA

YUMA COUNTY

By 
ROBERT L. WAGNER
City Administrator

By 
LUCY SHIPP
Chairperson of the Board

ATTEST

ATTEST

By 
BRIGITTA M. KUIPER
City Clerk

By 
SUE STALLWORTH
Clerk of the Board

STATE OF ARIZONA

Department of Transportation

By 
MICHAEL P. MANTHEY P.E.
State Traffic Engineer

APPROVAL OF THE COUNTY OF YUMA ATTORNEY

I have reviewed the above referenced intergovernmental agreement between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the COUNTY OF YUMA, an agreement among public agencies which, has been reviewed pursuant to A R S. section 11-951 through 11-954 and declare this agreement to be in proper form and within the powers and authority granted to the COUNTY under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 1st day of April, 2004



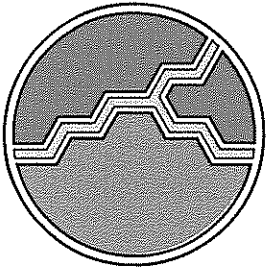
County Attorney

APPROVAL OF THE CITY OF YUMA ATTORNEY

I have reviewed the above referenced intergovernmental agreement between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF YUMA, an agreement among public agencies which, has been reviewed pursuant to A.R.S. section 11-951 through 11-954 and declare this agreement to be in proper form and within the powers and authority granted to the CITY under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 5 day of March, 2004.

Rogers (Fic)
City Attorney



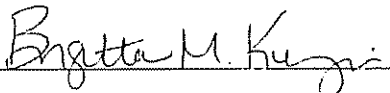
City of YUMA

Office of the City Clerk

One City Plaza
P O Box 13012
Yuma, Arizona 85366-3012
(928) 373-5035
FAX (928) 373-5036
TTY (928) 373-5149

CERTIFICATION

I, Brigitta M. Kuiper, do hereby certify that I am the duly appointed Deputy City Clerk of the City of Yuma, Arizona, and that the attached Resolution, Resolution R2004-23, is a true and correct copy of the document on file in the Office of the City Clerk.


Brigitta M. Kuiper, City Clerk

3/5/04
Date

RESOLUTION NO. R2004-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, AUTHORIZING AND APPROVING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA AND THE COUNTY OF YUMA, FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF CERTAIN PUBLIC IMPROVEMENTS

WHEREAS, the City of Yuma (City) has caused the study of the intersection of City 28th Street and U.S. Highway #95 (Avenue B); and,

WHEREAS, said study has determined that the construction, operation and maintenance of a traffic signal at that intersection (Project) to be a warranted action under State guidelines; and,

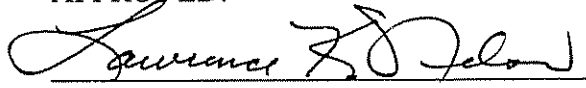
WHEREAS, the State, the County and the City of Yuma (City) separately exercise jurisdiction over roadway rights-of-way at or adjacent to the intersection of 28th Street and Avenue B; and,

WHEREAS, the State, the County and the City have determined that a consolidation of efforts by all three (3) parties to undertake the construction, operation and maintenance of the Project will provide the greatest benefit to the State, the County, the City and the Public.

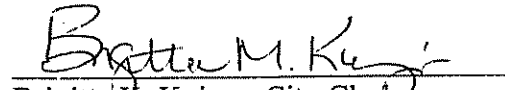
NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Yuma, Arizona, that the City Administrator is authorized and directed to execute an Intergovernmental Agreement with the State of Arizona and the County of Yuma, as shown in Exhibit A, attached hereto and by this reference made a part hereof.

Passed and adopted this 3rd day of March, 2004.

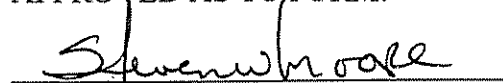
APPROVED:

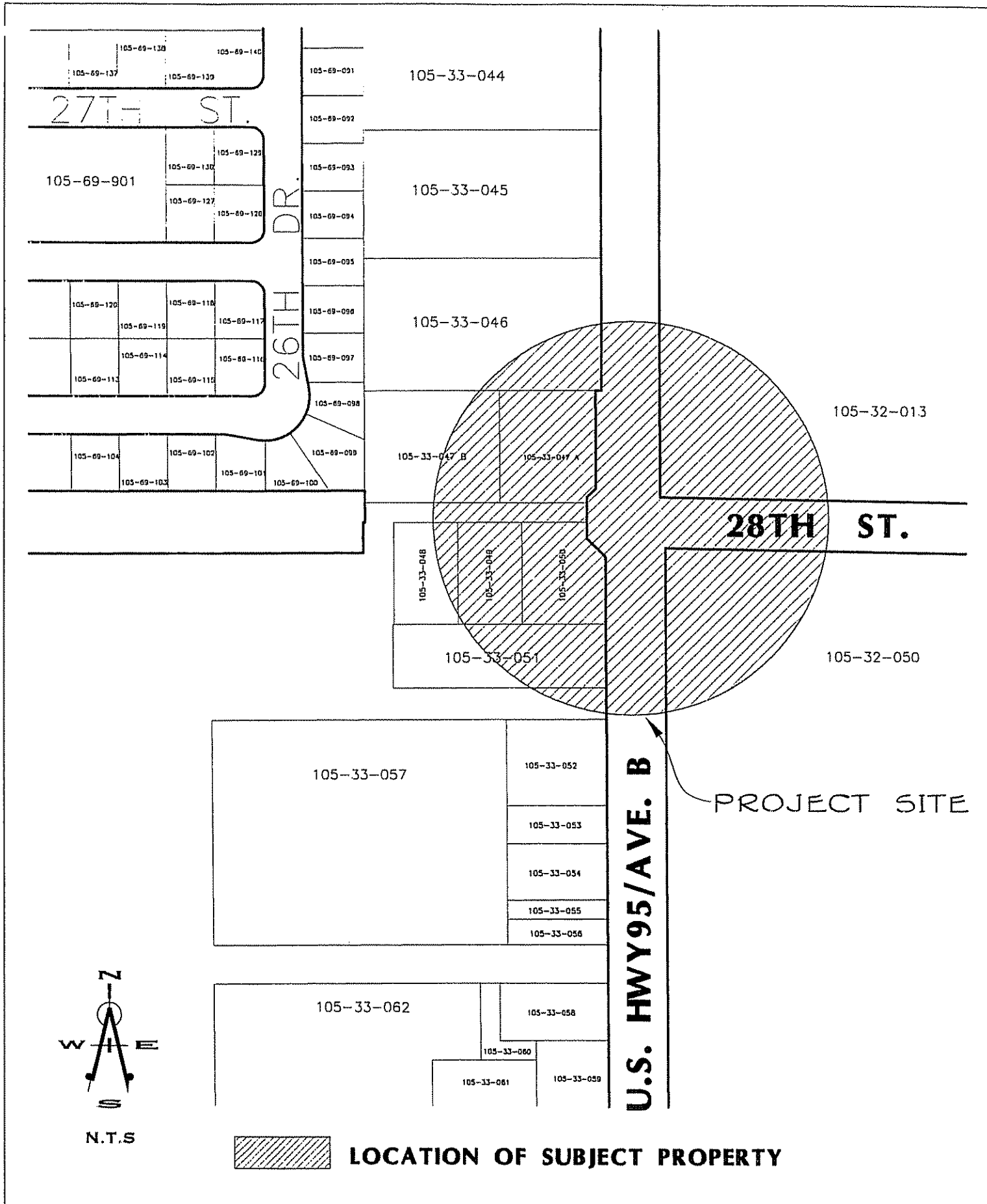

Lawrence K. Nelson, Mayor

ATTESTED:


Brigitta K. Kuiper, City Clerk

APPROVED AS TO FORM:


Steven W. Moore, City Attorney



Prepared by: JESUS GARCIA.

Checked by: PAUL BROOBERG

DEPT.
OF
PUBLIC
WORKS



DATE: 8-04-2003

SCALE: N.T.S

REVISED:

CIP NO.

5.9738



TERRY GODDARD
ATTORNEY GENERAL

OFFICE OF THE ATTORNEY GENERAL
STATE OF ARIZONA

CIVIL DIVISION
TRANSPORTATION SECTION
WRITER'S DIRECT LINE: 602.542.8855

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR03-0471TRN (**JPA 03-009**), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: May 10, 2004

TERRY GODDARD
Attorney General

A handwritten signature in cursive script, reading "Susan E. Davis", written in dark ink over a horizontal line.

SUSAN E. DAVIS
Assistant Attorney General
Transportation Section